

FRAMEWORK FOR INSTITUTIONAL COLLABORATION

BETWEEN

**THE UNIVERSITY OF MASSACHUSETTS LOWELL
(UMASS LOWELL)
USA**

AND

**QUEEN'S UNIVERSITY BELFAST
(QUB)
NORTHERN IRELAND**

The University of Massachusetts Lowell (UMASS LOWELL) and Queen's University (QUB) enter into this Framework for Institutional Collaboration (the "Agreement") in order to promote, facilitate and consolidate international cooperation in education and research based on the principles of reciprocity and mutual benefit.

It is understood and agreed that:

1. Both parties agree to promote collaboration in education and research through a wide spectrum of initiatives that may include, though not be limited to, the following:
 - a. Collaboration between the Plastics Engineering Department, UMass Lowell, and School of Mechanical and Aerospace Engineering (Polymers Cluster), Queen's University Belfast in the areas of doctoral studentships, exchange of faculty, collaborative research and symposia.
 - b. Collaboration between the School of Politics, International Studies and Philosophy (including Irish Studies and summer programmes), Queen's University Belfast and UMass Lowell in the areas of collaborative research, conferences, doctoral studentships, and faculty exchanges.
 - c. Collaboration between the School of Music (in Sonic Arts), Queen's University Belfast and Music Technology at UMass Lowell in the areas of collaborative research, participation in undergraduate study abroad initiatives, and visiting scholar arrangements for faculty and doctoral students who are in the process of writing their dissertations.
 - d. Collaboration between the School of Geography, Archaeology and Palaeoecology, Queen's University Belfast and UMass Lowell through undergraduate exchanges, collaborative research, doctoral studentships and conferences.
 - e. Exchange of materials, publications, and academic information.

- f. Creation and marketing of joint academic programs, conferences and symposia.
 - g. Other cooperative activities as appropriate.
- 2. Prior to the implementation of any of these separate initiatives, the Parties agree to enter into Supplemental Agreements which shall reflect the Parties mutually agreed upon objectives, funding arrangements, and allocation of responsibilities. Each Supplemental Agreement will be appended to this Framework for Institutional Collaboration as a schedule, and the terms of the Supplemental Agreement will control the administration of the initiative described. To the extent that the Framework for Institutional Collaboration and the Supplemental Agreement are ever determined to be inconsistent, the language of the Supplemental Agreement shall be deemed controlling for the purposes of the initiative and activity described in the Supplemental Agreement.
- 3. The specific terms of this Agreement do not preclude the development of future collaborative ventures or projects not mentioned in this document.
- 4. This Agreement will become effective on the date that it is signed by both Parties. It shall remain in effect for ten (10) years, with a review after five (5) years, and expire on 31 December 2019, with the understanding that it may be terminated by either Party giving 6 months notice to the other Party in writing. However, any such termination will not affect existing programs which are subject to a Supplemental Agreement. These programs shall continue under the terms of the Supplemental Agreement.
- 5. This Agreement may be amended, modified, extended or renewed only by written, mutual consent of the Parties.
- 6. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior discussions, agreements, and understandings, whether verbal or in writing.
- 7. This Agreement is not considered to be a contract creating legal and financial relationships between the Parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial working relationship from which further collaborations may develop.
- 8. Each Party will indemnify and hold the other Party, if officers, directors, employees, agents, and students, from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments which may arise out of the Party's own negligent or willful acts or omissions. Neither Party shall be responsible to the other for third-party acts or acts of nature beyond the Parties' control, such as, but not limited to, acts of war, terrorism, civil unrest, and weather emergencies.

9. The relationship of the Parties under this Agreement shall be that of independent contractors, and neither Party shall be deemed or hold itself out as being a partner, broker, employee, servant or agent of the other Party. Neither Party shall be liable for the acts of the other.
10. Neither Party shall use the other Party's name or marks for any reason without first obtaining the written consent of the other Party.
11. Both Parties subscribe to a policy of equal opportunity and will not discriminate on the basis of the race, gender, age, marital status, ethnicity, religion, national origin or handicap.
12. A waiver of any breach of any provision of this Agreement shall not be deemed a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
13. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

In witness hereof, the authorized representatives of the Parties hereby execute this Framework for Institutional Collaboration on the dates set forth below:

For University of Massachusetts

For Queen's University Belfast

Professor Martin T Meehan
Chancellor
University of Massachusetts Lowell

Professor Peter J Gregson
President and Vice-Chancellor
Queen's University Belfast

Date

Date